



DEPARTMENT OF THE NAVY
NAVAL UNDERSEA WARFARE CENTER DIVISION
610 DOWELL STREET
KEYPORT, WASHINGTON 98345-7610

5720
00L/005

Ms. Rose Santos
FOIA Group, Inc.
P.O. Box 368
Depew, NY 14043

Subj: PARTIAL DENIAL OF FREEDOM OF INFORMATION ACT REQUEST DON-NAVY-2023-002964 FOR CONTRACT N0017819D7406 Task Order N0025320F3010

Dear Ms. Santos:

This letter is in response to your Freedom of Information Act (FOIA) request dated December 12, 2022, for information pertaining to contract N0017819D7406 Task Order N0025320F3010 in which you seek clearly releasable copy of the task order's title page and current statement of work/performance of statement.

Review of the requested documents reveals that they are partially exempt from disclosure under the FOIA. Exemption (b)(6) protects personal information such as names, phone numbers, and email addresses, which have been redacted accordingly. My review included consideration of the "foreseeable harm standard" (i.e., that information which might technically fall within an exemption should not be withheld from a FOIA requester unless the agency can identify a foreseeable harm or legal bar to disclosure). The contractor employee's name has been redacted to protect their privacy interest.

Fees incurred during the processing of your request amount to \$36.00 for .25 hours of search, and .5 hours of review. Accordingly, please forward a check or money order, payable to the Treasurer of the United States, for the stated amount, to this office within 30 calendar days from the date of this correspondence.

You have the right to an appeal. It must be received (i.e., post-marked if by mail, sent if by email, submitted if by FOIAonline) within 90 calendar days from the date of this letter. Please provide the appellate authority (see below) the following in an envelope marked "FOIA appeal": (1) A letter requesting an appeal that explains what you are appealing with any supporting arguments or reasons you think may be worthy of consideration; (2) a copy of your initial request; and (3) a copy of the letter of denial.

Also, please provide me a copy of your appeal letter at NUWC Division, Keyport. There are two ways to file an appeal: through FOIAonline or by mail.

1. Through FOIAonline. This will work only if you set up an account on FOIAonline before you make the request that you would like to appeal. To set up an account, go to FOIAonline (this is a website that will appear as the top hit if you search the

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internet for "FOIAonline"), click "Create Account" (a link located within the blue banner at the top in the upper right corner), enter your data into the field that subsequently appears, and click "Save" (at the bottom left of the screen). With your account thereby created, you will have the power to file an appeal on FOIAonline to any request you file on FOIAonline thereafter. To do so, locate your request (enter a keyword or the request tracking number in the "Search for" field on the "Search" tab), click on it, then the "Create Appeal" tab in the left-hand column. Complete the subsequent field, click "Save," and FOIAonline will submit your appeal.

2. By mail. Address your appeal to:

Department of the Navy,
Office of the General Counsel,
1000 Navy Pentagon, Room 4E635, Washington, DC
20350-1000

Please send a copy of your appeal to the Naval Undersea Warfare Center, Keyport, FOIA Coordinator, 610 Dowell Street, Keyport, WA 98345-7610. You are encouraged to provide an explanation why you believe the redactions were inappropriate or our search was inadequate.

If you have any questions, please contact the FOIA Coordinator at andrew.j.phillips5.civ@us.navy.mil and (360) 396-1004. You may also contact the DON FOIA Public Liaison, Christopher Julka, at christopher.a.julka@navy.mil, (703)697-0037.

Sincerely,

R. M. JUSKO
Counsel

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 113	
1. CONTRACT/PURCH ORDER/AGREEMENT NO. N0017819D7406			2. DELIVERY ORDER/CALL NO. N0025320F3010		3. DATE OF ORDER/CALL (YYYYMMDD) 2020JUL14		4. REQUISITION/PURCH REQUEST NO. 55000		5. PRIORITY DO-C9		
6. ISSUED BY NUWC, KEYPORT DIVISION 610 Dowell Street Keyport, WA 98345-7610					7. ADMINISTERED BY (If other than 6) SCD: C		8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)				
9. CONTRACTOR NAME AND ADDRESS Continental Tide Defense Systems Inc 531 Canal St. Suite 401 Reading, PA 19602					FACILITY 968640040		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		
							12. DISCOUNT TERMS Net 30 Days WAWF				
							13. MAIL INVOICES TO THE ADDRESS IN BLOCK SEE SECTION G				
14. SHIP TO SEE SECTION F					15. PAYMENT WILL BE MADE BY DFAS Columbus Center, North Entitlement Operations P.O. Box 182266 Columbus, OH 43218-2266					MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER		DELIVERY/ CALL <input checked="" type="checkbox"/>		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.							
		PURCHASE <input type="checkbox"/>		Reference your _____ furnish the following on terms specified herein.							
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.											
Continental Tide Defense Systems Inc NAME OF CONTRACTOR _____ SIGNATURE _____ TYPED NAME AND TITLE _____ DATE SIGNED (YYYYMMDD) _____											
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: _____											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE											
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT
		SEE SCHEDULE									
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.					24. UNITED STATES OF AMERICA /s/Anita Moosmiller BY: _____					25. TOTAL \$254,263.00	
					07/15/2020 CONTRACTING/ORDERING OFFICER					26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:											
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP. NO. <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		29. D.O. VOUCHER NO.		30. INITIALS	
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS				31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.										34. CHECK NUMBER	
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER								35. BILL OF LADING NO.	
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

Section C - Description/Specifications/Statement of Work

C-202-H001 ADDITIONAL DEFINITIONS--BASIC (NAVSEA) (OCT 2018)

- (a) Department means the Department of the Navy.
- (b) Commander, Naval Sea Systems Command means the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor.
- (c) References to The Federal Acquisition Regulation (FAR) All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (d) National Stock Numbers Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
 - (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non significant number.
 - (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four-position Federal Supply Class (FSC) plus the applicable nine-position NIIN assigned to the item of supply.

(End of Text)

C-204-H001 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (OCT 2018)

- (a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.
- (b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:
 - (1) The support contractor not disclose any information;
 - (2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;
 - (3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,
 - (4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.
- (c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of

executing its file room support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors should enter into separate non-disclosure agreements with the file room contractor. Contact the Procuring Contracting Officer for contractor specifics. However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

(End of Text)

C-211-H001 ACCESS TO THE VESSEL(S) (NAVSEA) (OCT 2018)

Officers, employees and associates of other prime Contractors with the Government and their subcontractors, shall, as authorized by the Supervisor, have, at all reasonable times, admission to the plant, access to the vessel(s) where and as required, and be permitted, within the plant and on the vessel(s) required, to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or Contractors of the Government, as shall have been identified and authorized by the Supervisor to be given admission to the plant and access to the vessel(s) for office space, work areas, storage or shop areas, or other facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

(End of Text)

C-211-H016 SPECIFICATIONS AND STANDARDS (NAVSEA) (OCT 2018)

(a) Definitions.

(i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).

(ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

(b) Requirements. All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only unless specifically identified below.

NONE

(End of Text)

C-211-H017 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (DEC 2018)

The contractor may request that this contract be updated to include the current version of the applicable specification or standard if the update does not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval of its request to update by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

(End of Text)

C-211-H018 APPROVAL BY THE GOVERNMENT (NAVSEA) (JAN 2019)

Approval by the Government as required under this contract and applicable specifications shall not relieve the Contractor of its obligation to comply with the specifications and with all other requirements of the contract, nor shall it impose upon the Government any liability it would not have had in the absence of such approval.

(End of Text)

C-215-H002 CONTRACTOR PROPOSAL (NAVSEA) (OCT 2018)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal N0025319R3500REV1 dated 02APRIL 2020 in response to NAVSEA Solicitation No.

(b) The technical volume(s) of the Contractor's proposal is(are) hereby incorporated by reference and made subject to the "Order of Precedence" (FAR 52.215-8) clause of this contract. Under the "Order of Precedence" clause, the technical volume(s) of the Contractor's proposal referenced herein is (are) hereby designated as item (f) of the clause, following "the specifications" in the order of precedence.

(End of Text)

C-222-H001 ACCESS TO THE VESSELS BY NON-U.S. CITIZENS (NAVSEA) (APR 2019)

(a) No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. The Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5510.2D.

(b) If the Contractor desires to employ non-U.S. citizens in the performance of work under this contract or agreement that requires access as specified in paragraph (a) of this requirement, approval must be obtained prior to access for each contract or agreement where such access is required. To request such approval for non-U.S. citizens of friendly countries, the Contractor shall submit to the cognizant Contract Administration Office (CAO), an Access Control Plan (ACP) which shall contain as a minimum, the following information:

(1) Badge or Pass oriented identification, access, and movement control system for non-U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on the Contractor's facilities and when performing work aboard ship.

(i) Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.

(ii) Access authorization and limitations for the bearer must be clearly established and in accordance with applicable security regulations and instructions.

(iii) A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no longer required badges, must be established.

(iv) A badge or pass check must be performed at all points of entry to the Contractor's facilities or by a site supervisor for work performed on vessels outside the Contractor's plant.

(2) Contractor's plan for ascertaining citizenship and for screening employees for security risk.

(3) Data reflecting the number, nationality, and positions held by non U.S. citizen employees, including procedures to update data as non U.S. citizen employee data changes, and pass to cognizant CAO

(4) Contractor's plan for ensuring subcontractor compliance with the provisions of the Contractor's ACP.

(5) These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict the Contractor in any way from imposing additional controls necessary to tailor these requirements to a specific facility.

(c) To request approval for non-U.S. citizens of hostile and/or communist-controlled countries (listed in Department of Defense Industrial Security Manual, DOD 5220.22-M or available from cognizant CAO), Contractor shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Contractor, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for the above group. Approval of ACP's for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist-controlled countries. Until approval is received, Contractor must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.

(d) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or subcontractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO

that the Government's interests are protected. Further, the Government reserves the right to cancel previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated for default in accordance with the clause entitled "Default (Fixed-Price Supply And Service)" (FAR 52.249-8), "Default (Fixed-Price Research And Development)" (FAR 52.249-9) or "Termination (Cost Reimbursement)" (FAR 52.249-6), as applicable.

(e) Prime Contractors have full responsibility for the proper administration of the approved ACP for all work performed under this contract or agreement, regardless of the location of the vessel, and must ensure compliance by all subcontractors, technical representatives and other persons granted access to U.S. Navy vessels, adjacent areas, and work sites.

(f) In the event the Contractor does not intend to employ non-U.S. citizens in the performance of the work under this contract, but has non-U.S. citizen employees, such employees must be precluded from access to the vessel and its work site and those shops where work on the vessel's equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas.

(g) The same restriction as in paragraph (f) above applies to other non-U.S. citizens who have access to the Contractor's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.) except that, with respect to access to the vessel and worksite, the restrictions shall not apply to uniformed U.S. Navy personnel who are non-U.S. citizens and who are either assigned to the ship or require access to the ship to perform their duties.

(End of Text)

C-223-H002 SAFETY, HEALTH AND FIRE REQUIREMENTS FOR SHIP REPAIR (NAVSEA) (JAN 2019)

(a) Attention of the Contractor is directed to the Occupational Safety and Health Act of 1970 (29 USC 651-678), and to the Safety and Health Regulations for Ship Repairing (29 CFR 1915), promulgated under Public Law 85-742, amending Section 41 of the Longshoremen's and Harbor Workers' Compensation Act (33 USC 941), and adopted by the Department of Labor as occupational safety or health standards under Section 6(a) of the Occupational Safety and Health Act of 1970 (See 29 CFR 1910.13). These regulations apply to all ship repair and related work, as defined in the regulations performed under this contract on the navigable waters of the United States including any dry dock and marine railway. Nothing contained in this contract shall be construed as relieving the Contractor from any obligations which it may have for compliance with the aforesaid regulations.

(b) SAFETY INSPECTOR/FIRE MARSHAL: In addition to the safety standards provided in the specifications, the contractor is responsible for providing an experienced Safety Inspector/Fire Marshal who will accomplish daily inspections of the Contractor's entire work area on the ship, together with the Contracting Office's Safety Representative. This Inspector or Fire Marshal shall not be one of the Contractor's supervisors or superintendents normally assigned to the ship and shall be identified in the contractor's approved Safety Plan.

(c) PERSONAL PROTECTIVE EQUIPMENT: Whenever work is performed aboard U.S. Naval Ships or vessels at piers or dry docks of a Naval Shipyard or Naval Station, Contractor employees (including management personnel) shall have and use at all times the following personal protective equipment:

(1) Protective hard hats that meet the following specifications:

(i) Protective helmets purchased after July 5, 1994 shall comply with ANSI Z89.1-1986, "American National Standard for Personnel Protection-Protective Headwear for Industrial Workers-Requirements," or shall be demonstrated by the Contractor to be equally effective.

(ii) Protective helmets purchased before July 5, 1994 shall comply with ANSI Standard "American National Standard Safety requirements for Industrial Head Protection," Z89.1-1969, or shall be demonstrated by the employer to be equally effective. [Ref. 29 CFR 1910.135 Head Protection]

(2) Approved type Plano or prescription glasses meeting the following specifications:

(i) Protective eye and face devices purchased after July 5, 1994 shall comply with ANSI standard Z87.1-1989, "American National Standard Practice for Occupational and Educational Eye and Face Protection", or shall be demonstrated by the employer to be equally effective.

(ii) Protective eye and face devices purchased before July 5, 1994 shall comply with ANSI "USA standard for Occupational and

Educational Eye and Face Protection", Z87.1-1968, or shall be demonstrated by the employer to be equally effective. [Ref. 29 CFR 1910.133 Protective eye and face devices.]

(3) Safety toe shoes, with built-in protective toe box that meet the following specifications:

(i) Protective footwear purchased after July 5, 1994 shall comply with ANSI Standard Z41-1991, "American National Standard for Personal Protection-Protective Footwear", or shall be demonstrated by the employer to be equally effective.

(ii) Protective footwear purchased before July 5, 1994 shall comply with the ANSI standard "USA Standard for Men's Safety Toe Footwear", Z41.1 1967, or shall be demonstrated by the employer to be equally effective [Ref. 29 CFR 1910.136 Protective eye and face devices.]

(End of Text)

C-223-H004 MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE (NAVSEA) (MAR 2019)

(a) General

(1) The Contractor shall comply with the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 10 U.S.C. 7311 and all other applicable Federal, State and local laws, codes, ordinances and regulations for the management and disposal of hazardous waste.

(2) Nothing contained in this special contract requirement shall relieve the Contractor from complying with applicable Federal, State, and local Laws, codes, ordinances, and regulations, including obtaining licenses and permits, giving notices and submitting reports, in connection with hazardous waste management and disposal in the performance of this contract. Nothing contained herein shall serve to alter either party's liability or responsibility under CERCLA.

(3) Materials contained in ship systems are not waste until after removal from the system.

(b) Identification of Hazardous Wastes The SOW* of this contract identifies the types and amounts of hazardous wastes that are required to be removed by the Contractor, or that are expected to be generated, during the performance of work under this contract.

(c) Generator Identification Numbers

(1) Documentation related to hazardous waste generated solely by the physical actions of ship's force or Navy employees on board the vessel shall only bear a generator identification number issued to the Navy pursuant to applicable law.

(2) Documentation related to hazardous waste generated solely by the physical actions of Contractor personnel shall only bear a generator identification number issued to the Contractor pursuant to applicable law. Regardless of the presence of other materials in or on the shipboard systems or structures which may have qualified a waste stream as hazardous, where the Contractor performs work on a system or structure using materials (whether or not the use of such materials was specified by the Navy) which by themselves would cause the waste from such work to be a hazardous waste, documentation related to such waste shall only bear a generator identification number issued to the Contractor.

(3) Documentation related to hazardous waste generated by the combined physical actions of Navy and Contractor personnel shall bear a generator identification number issued to the Contractor pursuant to applicable law and shall also cite in the remarks block a generator identification number issued to the Navy pursuant to applicable law.

(4) Notwithstanding paragraphs (c)(1) - (c)(3) above, hazardous wastes are considered to be co-generated in cases where: (a) the Contractor merely drains a system and such drainage creates hazardous waste or (b) the Contractor performs work on a system or structure using materials which by themselves would not cause the waste from such work to be hazardous waste but such work nonetheless creates a hazardous waste. Documentation related to such co-generated waste shall bear a generator identification number in accordance with the provisions of paragraph (c)(3) above.

(5) In the event of a failure by the parties to agree to the assignment of a generator identification number to any hazardous waste as set forth in paragraphs (c)(1) through (c)(4) above, the Government may direct which party or parties shall provide generator identification numbers for the waste and such number(s) shall be used on all required documentation. Any disagreement with this direction shall be a dispute within the meaning of clause of this contract entitled "Disputes" (FAR 52.233-1). However, the Contractor shall not stop any

work but shall continue with performance of all work under this contract as specified in the "DISPUTES" clause.

(6) Hazardous Waste Manifests For wastes described in (c)(2), (c)(3), and (c)(4) above (and (c)(5) as applicable), the Contractor shall sign the generator certification on the Uniform Hazardous Waste Manifest whenever use of the Manifest is required for disposal. The Contractor shall obtain site specific Regional/Lead Maintenance Activity (RMA/LMA) concurrence with the categorization of wastes under paragraphs (c)(3) and (c)(4) above before completion of the manifest. Manifests prepared pursuant to paragraph (c)(1) above shall be presented to the site specific contact as specified per the Memorandum of Agreement (MOA) for completion after the hazardous waste has been identified.

(7) For purposes of paragraphs (c)(2) and (3) herein, if the Contractor, while performing work at a Government facility, cannot obtain a separate generator identification number from the State in which the availability will be performed, the Contractor shall notify site specific contact as specified in the MOA within 3 business days of receipt of written notification by the State. After obtaining site specific contract approval, the Contractor shall use the Navy site generator identification number and insert in the remarks block the contractor generator identification number issued for the site where his main facilities are located. For purposes of paragraph (c)(1) herein, if the work is being performed at a contractor facility and the Government cannot obtain a separate generator identification number for the State, the Government shall use the Contractor site generator identification number and shall cite in the remarks block a Navy generator identification number. In both instances described above, the Contractor shall prepare the Uniform Hazardous Waste Manifest described in paragraph (c)(6) above and present it to site specific contact for completion.

*Site specific contact information to be provided via the technical instruction letter prior to installation.

(End of Text)

C-223-W002 ON-SITE SAFETY REQUIREMENTS (NAVSEA) (OCT 2018)

(a) The contractor shall ensure that each contractor employee reads any necessary safety documents within 30 days of commencing performance at any Government facility. Required safety documents can be obtained from the respective safety office. Contractors shall notify the Safety office points of contact below to report completion of the required training via email. The email shall include the contractor employee's name, work site, and contract number.

(b) It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves. Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in Government spaces. The contractor shall ensure that all on-site contractor work at the Government facility is in accordance with any local safety instructions as provided via the COR. The contractor shall report all work-related injuries/illnesses that occurred while working at the Government site to the COR.

(c) Contractors whose employees perform work within Government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to the safety office, via the COR by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred. If a contractor's injury/illness rates are above the Bureau of Labor Statistics industry standards, a safety assessment may be performed by the Safety Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional Personal Protective Equipment or training will be required.

(d) Any contractor employee exhibiting unsafe behavior may be removed from the Government site. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

(e) The Safety Office points of contacts are as follows:

To be provided by COR after award

(End of Text)

C-227-H002 PLANS AND OTHER DATA (NAVSEA) (OCT 2018)

Whenever the Government shall so require, the Contractor shall, at the cost of reproduction, furnish to whomsoever may be designated by the Government (including other Contractors), copies of working plans (including reproduces), selected record plans, indices, material schedules, plan schedules, purchase order data including purchase specifications and other data incidental to contract administration, such as cost, financial and management information relating to delivery of the end item. The furnishing of such data shall not constitute any guaranty or warranty, either express or implied, by the Contractor other than that they are correct copies of such data.

(End of Text)

C-227-H006 DATA REQUIREMENTS (NAVSEA) (OCT 2018)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) A , attached hereto.

(End of Text)

C-227-H008 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (NAVSEA) (DEC 2018)

(a) The contractor shall actively participate in the Government Industry Data Exchange Program in accordance with the GIDEP Operations Manual, S0300-BT-PRO-010. The contractor shall submit information concerning critical or major nonconformances, as defined in FAR 46.407/DFARS 246.407, to the GIDEP information system.

(b) The contractor shall insert paragraph (a) of this clause in any subcontract when deemed necessary. When so inserted, the word "contractor" shall be changed to "subcontractor."

(c) The contractor shall, when it elects not to insert paragraph (a) in a subcontract, provide the subcontractor any GIDEP data which may be pertinent to items of its manufacture and verify that the subcontractor utilizes any such data.

(d) The contractor shall, whether it elects to insert paragraph (a) in a subcontract or not, verify that the subcontractor utilizes and provides feedback on any GIDEP data that may be pertinent to items of its manufacture."

(e) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center

P.O. Box 8000

Corona, CA 92878-8000

Phone: (951) 898-3207

FAX: (951) 898-3250

Internet: <http://www.gidep.org>

(End of Text)

C-237-H001 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (NAVSEA) (OCT 2018)

(a) The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the NUWC Keyport via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

(1) W, Lease/Rental of Equipment;

(2) X, Lease/Rental of Facilities;

(3) Y, Construction of Structures and Facilities;

(4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;

(5) S, Utilities ONLY;

(6) V, Freight and Shipping ONLY.

(b) The contractor is required to completely fill in all required data fields using the following web address <https://www.ecmra.mil>.

(c) Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://dod.ecmra.support.desk@mail.mil>.

(End of Text)

C-237-H002 SUBSTITUTION OF KEY PERSONNEL (NAVSEA) (OCT 2018)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement. Substitution shall include, but not be limited to, subdividing hours of any key personnel and assigning or allocating those hours to another individual not approved as key personnel.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; (3) an explanation as to why the proposed substitute is considered to have equal or better qualifications than the person being replaced; (4) payroll record of the proposed replacement; and (5) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) Key personnel are identified in an attachment in Section J.

(End of Text)

C-237-W001 ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT) SYSTEM REPORTING (NAVSEA) (MAY 2019)

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contractor's Performance Report on the day and for the same timeframe the contractor submits an invoice into the Wide Area Workflow (WAWF) module on the Procurement Integrated Enterprise Environment (PIEE) system. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

(b) The Contract Status Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.

(c) The Contractor's Fund and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel, subcontractor usage, and other contract charges.

(1) Access: : eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft-/> under eCRAFT information. The link for eCRAFT report submission is: https://www.pdrep.csd.disa.mil/pdrep_files/other/ecraft.htm. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) Submission and Acceptance/Rejection: Submission and Acceptance/Rejection: The contractor shall submit their reports on the same day and for the same timeframe the contractor submits an invoice in WAWF. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

(End of Text)

C-242-H001 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (OCT 2018)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by

that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

(End of Text)

C-242-H003 TECHNICAL INSTRUCTIONS (NAVSEA) (OCT 2018)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer and the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

(End of Text)

C-246-H002 GOVERNMENT USE OF CONTRACTOR'S INSPECTION EQUIPMENT (NAVSEA) (OCT 2018)

The contractor's gages, measuring, and testing devices shall be made available to the Government when required to determine contractor conformance with contract requirements. If conditions warrant, the contractor's personnel shall be made available for operation of such devices and for verification of their accuracy and condition.

(End of Text)

C-247-H001 PERMITS AND RESPONSIBILITIES (NAVSEA) (DEC 2018)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes, and regulations for shipping and transportation including, but not limited to, any movement over public highways of overweight/over dimensional materials.

(End of Text)

STATEMENT OF WORK

ALTERATION INSTALLATION TEAM (AIT) SUPPORT SERVICES

1.0 SCOPE

The Naval Undersea Warfare Center (NUWC) Division, Keyport In-Service Engineering (ISE) Department is responsible for providing Engineering, Maintenance, Alteration Installations, and Technical Support for various systems installed on board United States (U.S.) Navy vessels. The NUWC Systems Engineering Division is responsible for: developing alteration installation packages supporting upgrades; fielding systems through the alteration installation process; preparing, planning, and providing conformance documentation to support the installation of various alterations; conducting pre-and post-installation testing; publishing alteration installation results and completion reports; and, maintaining a Naval Sea Systems Command (NAVSEA) approved Alteration Installation Team (AIT) Quality Assurance Program and Process.

The contractor will perform installation and fabrication services, as required per installation drawings and Naval Ships Technical Specification 9090-310 (Series), in order to complete Ship Change Document (SCD) requirements for installations on surface and subsurface platforms. This work may include the relocation of existing items as shown on the removal and installation drawings.

Alterations and Installations occur at Shipyards and key fleet concentration areas within the Continental U.S. (CONUS) and Outside the Continental U.S. (OCONUS). These locations include, but are not limited to the following:

CONUS locations include:

- Everett, WA
- Mayport, FL
- Norfolk, VA
- Puget Sound, WA
- San Diego, CA

OCONUS locations include:

- Yokosuka, Japan
- Rota, Spain
- Pearl Harbor, HI
- Santa Rita, Guam

2.0 APPLICABLE DOCUMENTS

General Application Rules and Principles

2.1.1 Sources of Documents

NUWC Division, Keyport document sources are provided in Table 1 in the "Document Number" column. In order to obtain permission to substitute a commercial standard, the Contractor shall provide a copy of the standard to the COR 30 days prior to the start of Installation (SOI) for review and approval.

2.2 Applicable Documents for Installations

The Applicable Documents listed in Table 1 represent installation requirements and associated guidance, and NAVSEA Standard Items (SIs). The Contractor shall adhere to the documents listed in Table 1.

Table 01

Item	Document Number (Note 1&2)	Title	Issue/Effective Date
2.1	Standards-29 CFR, Part 1915	Occupational Safety and Health Standards for Shipyard Employment	Various
2.2	Standards-29 CFR, Part 1910	Occupational Safety and Health Standards General	Various

2.3	OPNAVINST 5100.19E	Navy Safety and Occupational Health (SOH) Program Manual for Forces Afloat	30-05-07
2.4	MIL-STD-1310-H	Shipboard Bonding and Grounding, and other Techniques for Electromagnetic Compatibility, Electromagnetic Pulse (EMP) Mitigation, and Safety	12-08-2018
2.5	MIL-STD-2042C	Fiber Optic Cable Topology Installation Standard Methods for Naval Ships	31-05-07
2.6	MIL-STD-1678-1d w/CH-1	Fiber Optic Cabling Systems Requirements and Measurements (Part 1: Design, Installation and Maintenance Requirements)(Part 1 of 6 Parts)	19-MAR-15
2.7	NAVSEA Technical Specification 9090-310G	Alterations to Ships Accomplished by Alteration Installation Teams	12-02-15
2.8	NAVSEA Technical Specification 9090-600A	Ship Alteration (ShipAlt) Installation Drawing (SID) Preparation	June 2002
2.9	NAVSEA SL 720-AA-MAN-030 (Revision 3)	Navy Modernization Process Management and Operations Manual (also known as the "One Book")	01-01-10
2.10	NAVSEA S9AA0-AB-GOS-010 (Rev.9)	General Specifications for Overhaul (GSO) of Surface Ships	15-04-16
2.11	NAVSEA S9074-AQ-GIB-010/248	Requirements for Welding and Brazing Procedure and Performance Qualification	01-08-95
2.12	NAVSEA T9074- AD-GIB-010/1688 (Rev. 2)	Requirements for Fabrication, Welding, and Inspection of Submarine Structure	1-04-16
2.13	MIL-STD-1689A	Fabrication, Welding, and Inspection of Ships Structure	
2.14	MIL-STD-2003A	Electric Plant Installation, Standard Methods for Surface Ships & Submarines	23-Nov-90
2.15	COMFLTFORCOMI NST 4790.3 Rev C CH-4	Joint Fleet Maintenance Manual	13-10-15
2.16	SECNAVINST 5100.16B	Navy Gas Free Engineer Certification/Recertification	11-04-08
2.17	S0400-AD-URM- 010/TUM (Rev.7, with ACN 1A)	Tag-Out User's Manual	21-11-13
2.18	MIL-HDBK-299 (CH-1)	Cable Comparison Handbook Data Pertaining to Electric Shipboard Cabling	15-10-91
2.19	MIL-HDBK-454B	General Guidelines For Electronic Equipment	12-12-12
2.20	NAVSEA S9407-AB-HBK-010	Handbook of Shipboard Electromagnetic Shielding Practices (Rev 2 with changes A & B)	30-12-96
2.21	MIL-HDBK-290 (CH-1)	Standard Electrical Symbol List	6-04-88
2.22	S9073-A2-HBK-010 (Rev. 2)	Installation and Inspection Information; Resilient Mount Handbook	30-06-15
2.23	S9300-A6-GYD-010 (Rev. 3)	Electrical Workmanship Inspection Guide for Surface Ships and Submarines	30-04-13
2.24	DoD 4000.25-2-M (CH-7)	Military Standards Transaction Reporting and Accounting Procedures (MILSTRAP) Manual	29-04-16
2.25	NAVSEA Standard Item 009-Series	General Criteria; accomplish	
2.26	MIL-DTL-15090E	Detail Specification Enamel, Equipment, Light Grey (Navy Formula NO.111)	

2.27	MIL-DTL-28840D	Detail Specification Connectors, Electrical, Circular, Threaded, High Shock, High Density, Shipboard Class D, General Specification For	
2.28	DoDI 5220.22	DoD Instruction – National Industrial Security Program	Issued 3/18/2011 (validated 3 Aug 16)
2.29	DoD 5220.22-M Incorporating Change 2, May 18, 2016	DoD Manual – National Industry Security Program Operating Manual (NISPOM)	May 18, 2016 (validated 3 Aug 16)
2.30	DoDI 5200.02 / Change1	DoD Personnel Security Program (PSP)	Change 1, Effective 9 Sep 2014
2.31	DoD 5200.2-R through change 3	DoD Regulation – Personnel Security Program	23 Feb 96 (validated 3 Aug 16)
2.32	DoDI 5200.01	DoD Information Security Program and Protection of Sensitive Compartmented Information (SCI) / DON Information Security Program	APR 21, 2016 (validated 3 AUG 2016)
2.33	DoDD 5205.02E	DoD Operations Security (OPSEC) Program	6/20/2012
2.34	DoD 5205.02-M	DoD Operations Security (OPSEC) Program Manual	11/3/2008
2.35	DoDD 8140.01	Cyberspace Workforce Management	8/11/2015
2.36	DoDI 8500.01	Cybersecurity	3/14/2014
2.37	DoD 8570.01-M through Change 4	Information Assurance Workforce Improvement Program	11/10/2015
2.38	SECNAV M-5510.30	Department of the Navy Personnel Security Program	June 2006
2.39	SECNAV M-5239.2	Department of the Navy Information Assurance Workforce Management Manual	June 2016
2.40	SECNAVINST 5239.20A	Department of the Navy Cyberspace/Information Assurance Workforce Management, Oversight and Compliance	10 02 2016
2.41	ISL 2016-02 May 21, 2016	Industrial Security Letter (ISL) Insider Threat Minimum Standards for Contractors	MAY 21, 2016 (validated 3 AUG 2016)
2.42	SECNAVINST 1543.2	Cyberspace/Information Technology Workforce Continuous Learning	11 30 2012
2.43	DoD 5220.22-M Change 1 (CH-1)	National Industrial Security Program Operating Manual (NISPOM)	
2.44	DoDI 5220.22-R	Industrial Security Regulation	
2.45	NAVSEAINST 5510.1C	Security Program Instruction	
2.46	OMB M-17-12	Preparing for and responding to a breach of Personally Identifiable Information	
2.47	DoDD 5400.11	DoD Privacy Program	
2.48	SECNAVINST 5211.5E	Department of the Navy (DON) Privacy Act (PA) Program	
2.49	NAVSEAINST 5211.2B	Naval Sea Systems Command Privacy Program	
2.50	DoDI 8523.01	Communications Security(COMSEC)	
2.51	CNSSI 4005	Safeguarding Communication Security (COMSEC) Facilities and Materials	

2.52	SECNAVINST 3070.2	Department of the Navy (DON) Operations Security Program	
2.53	OPNAVINST 3432.1A	Operations Security	8/4/2011
2.54	NAVSEAINST 3432.1A	NAVSEASYS COM Operations Security Policy Instruction	
2.55	NAVSEAINST 2200.1	NAVSEASYS COM Photographic, Audible Recording and Portable Electronic Devices Policy	
2.56	DoD 5200.08-R, CH 1	Physical Security Program	5/27/2009
2.57	DoDM 1000.13, Volumes 1-2	DoD Identification (ID) Cards	
2.58	DoDI 5200.46	DoD Investigative and Adjudicative Guidance for Issuing the Common Access Card (CAC)	
2.59	FIPS Publication 201-2	Personal Identity Verification (PIV) of Federal Employees and Contractors	
2.60	CNO Ltr Ser N09N2/11U213200	DoN Implementation of Homeland Security Presidential Directive	
2.61	NAVSEAINST 9304.1(Series)	Shipboard Electrical Cable and Cableway Inspection and Reporting Procedures	5/22/2007
2.62	ANSI/ISO/ASQ Q9001-2015	Quality Management Systems Requirements Standard	
2.63	NAVSEA SE000-00- EIM-100	Electronics Installation and Maintenance Book (General)	April, 1983
2.64	NAVSEA 0900-LP-007-9010	Electric Shock, Its Causes and Its Prevention	

Copies of listed Federal and Military Standards, Specifications and Handbooks are available through DOD single stock point, Commanding Officer, U.S. Naval Publications and Forms Center (Attn: NPFC 1032), 5801 Tabor Avenue, Philadelphia, PA 19120.

Copies of military specifications and standards and Department of Defense (DoD) adopted non-Government publications can be obtained in accordance with Federal Acquisition Regulation (FAR) 52.211-2 Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST). Copies of non-Government publications not listed in ASSIST can be obtained from the respective industry association. Requests for documents not available from either source should be directed to the Contracting Officer's Representative (COR).

3.0 REQUIREMENTS

3.1 General Requirements

The Contractor is responsible for all performance requirements delineated in this SOW, including all subcontracted tasks. The Contractor shall ensure (a) personnel assigned to this contract have proper access to DOD systems and installation sites in order to perform work when scheduled; (b) material and equipment is available when needed; and (c) work is completed as scheduled. The Contractor shall provide a Program Management Plan that describes how the project will be managed, executed and controlled. CDRL A001

The Contractor shall use the applicable documents, with particular attention to the following references as guidance at a minimum in resource allocation and planning to perform the tasks identified in this SOW:

- NAVSEA SL720-AA-MAN-030 Revision 3 Navy Modernization Process Management and Operations Manual (One Book)
- NAVSEA Technical Specification 9090-310 G Alterations to Ships Accomplished by Alteration Installation Teams
- NAVSEA S9AAO-AB-GOS-010 Revision 9 General Specifications for Overhaul (GSO) of Surface Ships
- COMFLTFRocomINST 4790.3 Revision C, Chapter 4

For each installation, the contractor shall perform all tasks required and delineated in this SOW upon receipt of the Technical Instruction Letter (TIL) from the COR. The contractor shall ensure that all work meets performance objectives, standards, and tolerances specified in the referenced documents. All work shall be performed within time limits specified in the TILs to meet the customer's installation schedule regardless of constraints present on-board the ship or at the facility. Therefore, the Contractor shall ensure adequate flexibility in staffing and resources to adapt to potential limitation associated with individual installs. The ability to accommodate a reasonable level of

flexibility within the planned production/install and testing/SOVT window dates provided in the SOW must be clearly identified in the offeror's proposal.

Any effort undertaken by the contractor pursuant to oral directions and instructions, other than in accordance with (IAW) the provisions herein of the TIL shall be at the contractor's risk and expense. If the contractor feels they have received direction that is not within the scope of SOW or the TIL, they shall follow Federal Acquisition Regulation (FAR) clause 52.243-7 Notification of Changes. They shall also notify the COR within forty-eight (48) hours and receive a ruling before complying. The scope of work shall include the modification and installation of upgrades and alterations IAW the references in paragraph 2 and associated Ship Installation Drawing's (SID's). The Contractor shall provide sufficient technical expertise, services and materials as necessary to effectively and efficiently install the systems as provided in the schedule estimate Attachment Two (2), which provides the approximate number of installations for the life of this task order.

3.1.1 Document Conflicts

Where two requirements documents (listed in Table 1) provide different, conflicting guidance, so that it is impossible to meet both requirements, the Contractor shall notify the COR and Onsite Installation Coordinator (OSIC) as identified on the TIL before undertaking the work that is the subject of the conflict. In these situations, the COR will determine which guidance shall be followed based upon what is in the best interest of the Government.

3.1.2 Document Errors

If the Contractor is or becomes aware of an error in a referenced document that could result in cost increases or presents a risk to ship or personnel safety, the Contractor shall immediately notify the COR, OSIC, Contracting Officer, and AIT Manager as identified on the TIL so that the situation can be investigated and any necessary action taken, in accordance with CDRL A002, Condition Found Report, as described in 3.2.7.

3.2 Program and Project Management

The Contractor shall identify a single point of contact for the Contracting Officer and COR for all matters involving contract performance. This person, referred to as the Program Manager (PM) under the SOW, shall have overall responsibility for the successful execution of all work to be performed under the contract and will be considered by the Government to be fully accountable for all aspects of performance. The PM shall have the corporate authority for full control over the contractor resources necessary for contract performance and shall have authority to approve TIL proposals in emergent situations. The PM shall keep the Government apprised of any changes to the Contractor's overall organizational structure to include Point-of-Contact (POC) information.

3.2.1 Subcontractor Management

The contractor is responsible for performance requirements delineated in this SOW, and shall institute appropriate management actions relative to subcontractor performance. Requirements that are contractually specified shall apply to subcontractor performance. The Contractor shall remain accountable for compliance of subcontractors and is responsible for ensuring all deliverable products comply with requirements of the TIL, SOW and referenced documents.

3.2.2 Assignment of Responsibility and Authority

Responsibilities shall be assigned and clear lines of authority defined for determining and controlling the resources necessary to satisfy each element of this SOW. The billets listed below shall be considered key personnel. For each installation, the contractor shall appoint, in writing the person filling these billets. The contractor shall notify the Government of any changes regarding authority, responsibility, or key personnel changes made by the contractor during the period of performance in accordance with Section H, Special Contract Requirements, of the Task Order.

Program Manager. The contractor shall designate a PM with sufficient corporate authority to manage, direct, execute and control all elements of the TIL. Minimum qualification five (5) years of experience as a PM, with a minimum of three (3) years of experience related to planning, coordinating, executing, and documenting alteration installation projects in support of United States Navy Vessels. The PM shall serve as the primary technical point of contact between the contractor and the COR, and be responsible for the coordination of all contractor technical activities related to the TIL.

Alteration Installation Team (AIT) Lead. The contractor shall designate AIT Leads to the COR. The AIT Lead shall possess sufficient corporate authority to direct the activities of all AIT members including subcontractors if used on-board the ship. Minimum qualification five (5) years of experience as a team member, with a minimum of three (3) years of experience as a team lead in the execution of alteration installation projects in support of United States Navy Vessels. The AIT Lead is the primary shipboard point of contract (POC) for the AIT. The lead is directly responsible for the conduct of all members of the AIT and responsible for the coordination of all prefabrication and shipboard work. It is expected that the AIT lead will work closely with the government On-Site Installation Coordinator (OSIC) while coordinating the performance of AIT work.

Electrical Lead. The contractor shall designate an electrical lead that shall possess sufficient authority to manage, direct, execute, and control all electrical and electronic elements of the TIL. Minimum qualification five (5) years of experience in electrical/electronics installation and troubleshooting, with minimum of three (3) years of experience as an electrical lead in the execution of alteration installation projects in support of United States Navy Vessels.

3.2.3 Integrated Program Management Report (IPMR)

For each TIL, the Contractor shall develop, maintain, and deliver a logically networked Integrated Master Schedule. The Contractor shall provide a Project Integrated Master Schedule (IMS) (CDRL A003). In the event the Contractor's professional judgement is that the approved baseline no longer represents a realistic plan in terms of budget/schedule execution, or is directed that a re-baseline action is necessary, the Contractor shall obtain the COR's approval prior to implementing a re-baseline action or resubmitting the Project Integrated Master Schedule (IMS) (CDRL A003).

3.2.4 Weekly Status Meetings

The Contractor's PM shall participate in weekly status meetings and provide status of current TILs. Topics include cost, resource loading, schedule, quality, and challenges. The meetings will be held with the COR and AIT Manager via teleconference or locally, if required.

3.2.5 Contract Status Report

The Contractor shall submit a Contract Status Report (CDRL A004) for tasks or subtasks as required by individual TILs.

3.2.6 Cost Estimate Work Breakdown Structure (WBS) Report

The Contractor shall provide a Cost Estimate Work Breakdown Structure (WBS) Report IAW CDRL A005.

3.2.7 Condition Found Report

The purpose of the Condition Found Report (CFR) is to provide prompt notification to the Government of any problems or conditions that are discovered and expected to cause a change to the cost or requirements of the work covered by the TIL. The Contractor shall submit a CFR to notify the Government of impediments to TIL execution. CDRL A002.

3.2.8 Meetings

The Contractor shall support installation project related meetings as required per the TIL.

3.2.9 Trip/Travel Reports

The Contractor shall prepare a Trip Report for all TIL-related travel. (CDRL A006).

3.2.10 Technical Reports

The Contractor shall provide technical reports, studies, white papers, technical presentations, comments to technical documents, recommendations, as required (CDRL A007).

3.2.11 Contracting Officer's Management Report

The Contractor shall provide a Contracting Officer's Management Report (CDRL A008).

3.2.12 Electronic Contractor Manpower Reporting

In accordance with NMCARS 5237.102-90, the Contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for NUWC Division, Keyport via <https://www.ecmra.mil>. The Contractor shall completely fill in all required data fields.

Reporting inputs shall be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. All data shall be reported no later than October 31 of each calendar year. Contractors shall direct questions regarding use of the website to the help desk, at the following link: <https://www.ecmra.mil>.

3.2.13 Electronic Cost Reporting and Financial Tracking (eCRAFT)

IAW contract clause C.124, the contractor shall submit required reports on the same day and for the same timeframe the contractor submits an invoice in the Invoice, Receipt, Acceptance, and Property Transfer (iRAPT) system (CDRL A009). The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

3.3 Pre-Installation

3.3.1 Verification Ship Validation(Pre-Installation Ship Check)

The Contractor shall conduct inspections of platforms identified by TIL to validate the location and configuration for an equipment/system installation and any site or platform preparation requirements. The Contractor shall gather all pertinent environmental, security access, pre-boarding training, engineering, configuration, and design information relevant to site conditions, analyzing the collected data, performing necessary calculations to make technical recommendations, and preparing Technical Reports, (CDRL A007) for a specific installation or a group of installations. The Contractor shall perform a Ship Check in time to meet the milestones specified in the TIL. Upon completion of a Verification Ship Validation, Contractor shall submit a completed Validation Report (CDRL A010). The Contractor shall provide the pre-installation ship check Liaison Action Requests (LARs) (CDRL A011).

3.3.2 Contractor Furnished Material

The Contractor shall provide (fabricate or procure) all material items not provided as Government Furnished Property (GFP) required to perform installation of system units and components per the SIDs. This includes all systems and components identified as Installation Activity Furnished (IAF) items on the List of Materials pages of the SIDs. The Contractor shall have all material at the work site prior to the start of the installation, and shall confirm delivery receipt by submittal of the Contractor Furnished Material (CFM) Report (CDRL A012).

3.3.3 Government Furnished Material

For Ship Change Documents (SCDs) 86644 (USW-DSS) and (SCD) 13856 (CV-TSC) installations, the Government will, provide by the A-30 timeframe prior to installation start date or as modified by the TIL (fabricate or procure) all material items listed as Government Furnished Material (GFM) required to perform installation of system units and components per the SCDs 86644 and 13856, as outlined in the TIL.

3.3.4 Fabrication

The Contractor shall fabricate foundations, antenna platforms and towers, rack adapters, switching units, relay panels, patch panels, equipment stands, lockers, mounting brackets, switch assemblies, junction boxes, nameplates, cable tags, wire markers, cable hangers, wiring harnesses, cable assemblies, fiber optic cable assemblies, and other miscellaneous items required to complete installations. All fabricated items shall meet criteria for installation on ships or submarines, and be capable of passing through the required ships or submarines access hatches and or doors as applicable.

3.3.5 Equipment and Material Staging and Transportation

The Contractor shall provide equipment and material transportation and staging areas, which includes Government Furnished Equipment

and Material (GFE/GFM) and contractor acquired Equipment and Material, and removed material/equipment identified in the TIL to be returned to the Government. The Contractor shall protect and store removed material/equipment IAW best commercial practices. The Contractor shall ship removed material/equipment back to In-Service Engineering Agent (ISEA) per the TIL. The Contractor shall be responsible for covering equipment in the industrial area as part of protection from dust and contaminants associated with work in an industrial environment.

3.3.6 Memorandum of Agreement (MOA)

The MOA is an agreement between the Lead Maintenance Activity I Naval Support Activity (LMA/NSA) (Shipyard, SUPSHIP), Government AIT Team and Contractor Support describing how the parties will work together during each alterations and installations. The draft MOA will be provided by the Government to the Contractor. The Contractor shall review the draft MOA and provide recommended input, including services requests. The Contractor shall comply with the terms of the LMA/NSA MOA as provided by or agreed upon with the LMA/NSA.

3.4 Installation

The Contractor shall perform tasks within this subsection the applicable documents, with particular attention to the following references:

- MIL-STD-1310H Shipboard Bonding and Grounding, and other Techniques for Electromagnetic Compatibility, Electromagnetic Pulse (EMP) Mitigation, and Safety
- MIL-STD-2042C Fiber Optic Cable Topology Installation Methods for Naval Ships
- MIL-STD-1678-1d w/CH-1. Fiber Optic Cabling Systems Requirements and Measurements (Part 1: Design, Installation and Maintenance Requirements) (Part 1 of 6 Parts)
- NAVSEA S9074-AQ-GIB-010/248 Requirements for Welding and Brazing Procedure and Performance Qualification
- MIL-STD-1689A Fabrication, Welding, and Inspection of Ships Structure

3.4.1 Installation Tasks

The Contractor shall perform installation tasks as required by individual TIL, which may include, but not limited to the following:

- a. Installation/removal/modification of electronic equipment/systems
- b. Installation/removal/modification of temporary or permanent local area networks (LANs), wide area networks (WANs) and Fiber Optic cable and networks
- c. Installation/removal /modification of antenna and RF distribution systems
- d. Installation/removal/modification of outside plant cable pathways, including fiber cables
- e. Test and checkout of electronic/electrical equipment/systems
- f. Modification, overhaul or minor repair to designated electrical/electronic equipment/systems
- g. Fabrication/modification of foundations, antenna platforms/towers, enclosures, shelves, and miscellaneous metal structures IAW applicable environmental requirements
- h. Installation/modification/removal of equipment foundations and rack assemblies

3.4.2 Removal

The Contractor shall be responsible for removal of systems/equipment as required by individual TIL, such as:

- a. Blown Fiber Cable
- b. Cableway

- c. Protected Distribution System (PDS)
- d. Blown Fiber Tubing
- e. Platform/Foundation
- f. Cabinet
- g. Cabinet Foundation
- h. Minor Equipment
- i. Major Equipment
- j. Sway Foundation (for ships or submarines)
- k. Stud Mounts
- l. Pipe Mod Devices
- m. Pipe Mod
- n. Interference
- o. Paint

3.4.3 Fire Watch Provisions

The Contractor shall provide trained fire watches for hot work IAW 29 CFR Part 1915, NFPA Standard 312 and LMA/NSA requirements.

3.4.4 Work Authorization Forms/Tag-outs

The Contractor shall coordinate all work to be performed on the ship through the OSIC. The Contractor shall provide Work Authorization Form (WAF) (CDRL A013) and follow the local LMA/NSA WAF process. The Contractor shall follow the local LMA/NSA tag-out process.

The Contractor shall provide a WAF Matrix (CDRL A014) that will indicate priority of WAF and shall inform the OSIC of the status of all WAFs and tag-out authorizations prior to commencing work, during in-process work, and for final close out of WAFs and tag-outs. The Contractor shall ensure all required WAF/Tag-out training has been accomplished prior to installation utilizing the local LMA/NSA requirements.

3.4.5 Shipyard Confined Space Testing

The Contractor shall identify if a space requires a certified Industrial Hygiene) to test and certify confined spaces that cannot be ventilated to within Permissible Exposure Limits (PELs) or are immediately dangerous to life or Health, as required by OSHA regulation 29 CFR 1915.12(c)(3) where confined space entry is required.

3.4.6 Shipyard "Safe for Hot Work" Testing

The Contractor shall identify if a space requires a certified Industrial Hygienist to test and certify the work area "Safe for Hot Work" where required to perform a task in accordance with the OSHA regulations at 29 CFR 1915.14(a)(1).

3.4.7 Hazardous Material Identification and Compliance

The Contractor shall follow all established identification, control and disposal measures when HAZMAT is discovered during installation

and removal operations. The Contractor shall comply with 29 CFR Part 1915, NAVSEA Standard Item 009-03 and all local shipyard and Regional Maintenance Activities (RMA) requirements. Discovery of such material shall be reported to the government as per local requirements.

3.5 Installation Testing and Logistics

3.5.1 Installation Cable Inspection and Testing

The Contractor shall perform all work IAW Government approved design packages and relevant documents identified in the Applicable Documents section, and as specified in individual TIL. The Contractor shall inspect all cabling installed by performing a check on cables after assembly for point-to-point continuity, adequate insulation resistance, optical loss, and additional pre-light-off testing as designated in individual TIL. A person technically qualified, other than the assembler, shall perform these checks and results submitted as part of the Objective Quality Evidence (OQE) documentation. The Contractor shall submit a Cable Inspection and Test Report (CDRL A015).

3.5.2 System Operational Verification Test (SOVT) Support

The Contractor shall support the conduct of the System Operational Verification Test (SOVT) on designated systems as specified by individual TIL.

3.5.3 Installation Logistic Support Documentation

Installation Logistic Support Documentation, as designated by TIL, includes with the exception of final (finished) as-built drawings, the following:

3.5.4 Modification of Existing SIDs

Where the installation requires a modification to an existing SID, the Contractor shall coordinate with the OSIC to create and submit a LAR in accordance with local directives (CDRL A011).

3.5.5 Shipboard Installation Drawing (SID) Red-Lines

Upon completion of the installation, the Contractor shall provide copies of the revised SID, also known as, "red-lined" copies showing all differences between the SID and the actual installation IAW Alterations to Ships Accomplished by Alteration Installation Teams, Red-Lined SID (H-3.24.4), CDRL A016.

3.6 Technical Assistance

The Contractor shall provide technical assistance directly to platforms for fault analysis, testing, and/or repair of various installed systems and equipment. The contractor personnel providing technical assistance shall have subject matter expertise and be capable of analyzing system problems and implementing corrective actions in collaboration with Government personnel.

3.7 Excess Material and Equipment Disposition

The Contractor shall remove all excess material and equipment from the work site, prior to completion of individual TIL. The Contractor shall dispose of the excess material and equipment, unless otherwise identified in the TIL, IAW federal, state, and local regulations.

3.8 Quality

3.8.1 Quality Management System

The Contractor shall provide and maintain a quality management system that meets NAVSEA Standard Item 009-04 and ANSI/ISO/ASQ Q9001-2015: Quality Management Systems Requirements Standard. Upon contract award, the contractor shall possess an accreditation Certificate of Conformance to ISO 9001:2015. In addition, Contractors performing installation work on platforms (ships and submarines) shall have a QMS/plan accepted by NAVSEA 04 that complies with NAVSEA TS9090-310 (Series) prior to installation. The quality system shall be made available to the Government for review at both a program and worksite services level during predetermined visits.

The Contractor shall also require all subcontractors to possess a quality assurance and control program commensurate with the services and supplies to be provided, as determined, by the Contractor's internal audit system.

Current Contact information for NAVSEA 04RP is as follows:

Michael Antiskay

(202) 781-0549

michael.antiskay@navy.mil

For QMS packages review quality procedures/processes documents only, via email. Individual e-mails can be received with up to 10 MG files, do not submit any zipped files as they will be removed by NMCI.

The QMS packages should include ISO 9001:2015 (all); FY-19 SI 009-04, paras 3.1 through 3.2.5, inclusive; and TS 9090-310G, Rev 1 paras 3.11.1 through 3.11.1.5, inclusive, and Exhibit 4.

3.8.2 Quality Control

The Contractor shall conduct quality control inspections as necessary in the performance of the various tasks as assigned and identified by the respective Work Breakdown Structure (WBS), Plan of Action and Milestones (POA&M), or procedural quality system document.

3.8.3 Quality Assurance Records

The Contractor shall keep and maintain quality assurance records for the duration of the contract. This includes all test and inspection records, including but not limited to Cable Test and Inspection Report (CDRL A015). Original test and inspection results, such as (Cable Test and Inspection Report (CDRL A015), shall be legible and in indelible ink. Erasures, write-overs, white-outs, ditto marks, continuation arrows, signature stamps, etc., are not acceptable on quality assurance, test and inspection records. Record and Certification signatures and initials shall be in indelible ink. Each signature and initial shall be accompanied by the legible name of the person represented printed by that person in indelible ink. The Contractor shall correct errors in record keeping by drawing a single line through the error, recording the correct entry, initialing, dating, and printing the name of the person making the correction.

3.8.4 Calibration Records

The Contractor shall provide all equipment calibration records (CDRL A017).

3.8.5 Contractor's Quality Assurance Workbook

When specified in individual TILs, the Contractor shall provide the COR with a Contractor's Quality Assurance Workbook for all platform installations using NAVSEA TS9090-310 (Series) as guidance.

The QA workbook shall contain, the following sections:

Cover Page: The cover page shall contain the title of the document, the Contractor's name, the contract number, the effective date of the document, and the document markings identified in the contract DD Form 254.

Section 1: Alteration/Ship Change Description (SCD) -The workbook shall include a copy of the approved Ship Alteration Records (SAR)/ SCD that describes the scope of the alteration/ship change (SC).

Section 2: Personnel -The workbook shall contain a comprehensive list of all Contractor's AIT personnel, including subcontractors and temporary employees that will be onboard during the installation. This section shall include up-to-date qualifications, certifications and training received that is relevant to the installation and pre-fabrication. Entries shall cross reference personnel to qualifications and certifications.

Section 3: Processes -The workbook shall contain Objective Quality Evidence (OQE) that demonstrates the Contractor's AIT is operating under an accepted Quality Management System (QMS). The AIT shall list in this section all NAVSEA Standard Items (Sis), approval letters, and processes that are relevant to the work being performed. The workbook shall identify all processes and cross-reference with personnel qualifications that are provided in previous section.

Section 4: Installation Plan of Action & Milestones (POA&M) -The Contractor shall provide a breakdown of AIT work being accomplished in a sequence of events and provides time requirements.

Section 5: SC/ SIDs or Install Procedures - For alterations/SCs where SIDs are required, the workbook shall include a list of applicable hull specific SIDs from the Planning Yard (PY) reflecting the latest drawing revisions. All applicable Liaison Action Requests (LARs) are to be included in the list. For internal equipment modifications, the workbook shall include the installation instructions that were developed by Participating Acquisition Resource Manager I In-Servicing Engineering Agency (PARM/ISEA).

Section 6: Test & Inspection (T&I) Plan -The workbook shall provide a step-by-step outline for accomplishing the work and testing. This includes the Inspections (I), Verification (V) and Government (G) checkpoints (referred to as I, V & G points) that demonstrate the Contractor's AIT has completed all procedures. Shipboard Operation and Verification (SOVT), other operational events and tests, as well as inspections required by local Regional Maintenance Activities (RMAs) and Naval Support Activities (NSAs) shall be included in the T&I Plan.

Section 7: T&I Records -The workbook shall include all documentation for testing and inspections that are referenced in the T&I Plan. If a test procedure that is listed in Section 6, T&I Plan is not available at the start of installation, the workbook shall provide the Estimated Completion Date (ECD) and Point of Contact (POC) for that document.

3.8.6 Failure Reporting, Analysis and Corrective Action Taken

The Government will submit a Corrective Action Request (CAR) to the Contractor as an effective follow up system to ensure acceptable problem resolution. The Contractor shall be responsible for the repair of contractor installed material. The Contractor shall submit a

Failure Reporting, Analysis and Corrective Action Taken (CDRL A018) after performing each repair task.

Corrective Action Requests (CAR): The contractor shall report the correction of Minor Nonconformities such as housekeeping. Major Nonconformities such as significant product deficiencies, hazardous or unsafe conditions, shall be investigated by the Contractor. The contractor shall determine the scope of the problem, identify root causes, provide notification to the OSIC for review and concurrence prior to taking action to correct the causes, and implement corrective actions to prevent a recurrence. The contractor shall provide their initial finding to a Major Non-conformity, and the final findings. The contractor shall report to the COR when all corrective actions have been implemented (CDRL A018).

3.9 Safety

3.9.1 General Safety Requirements

The Contractor is solely responsible for compliance with the Occupational Safety and Health Act (OSHA) (Public Law 91-596) and the resulting standards, OSHA Standard 29 CFR 1910 (general), and 1915 (shipboard/submarine), and for the protection, safety and health of their employees and any subcontractors assigned to the respective task orders under this contract. All contractor personnel working on platforms (Shipboard/submarine) shall be familiar with and follow all applicable safety guidance. The contractor shall submit a Contractor Safety Plan (CDRL A019) that demonstrates an understanding of and compliance with OSHA Standard 29 CFR 1910 and 1915.

3.9.2 Accident Notification

The Contractor shall immediately verbally report any accidents (including fires) or incidents involving Government or contractor personnel injuries needing medical treatment or property/equipment damage affecting safety or operations to the OSIC for incidents incurred while performance under this contract. In addition to the verbal notification, the Contractor shall submit an Accident Notification Report (CDRL A020) IAW NAVSEA Standard Item 009-01, Section 3.17.1.

3.9.3 Electrical Safety

The Contractor shall follow the techniques in MIL-STD-1310 (Series), Shipboard Bonding and Grounding, and other Techniques for Electromagnetic Compatibility and Safety. Contractors shall follow the General Safety Precautions and Policies in NAVSEA SE000-00-EIM-100 while working on ships, submarines, and other platforms. The Contractor shall also follow and provide training, to ensure that all personnel performing installations adhere to the electrical safety precautions contained in NAVSEA 0900-LP-007-9010, Electric Shock, Its Causes and Its Prevention.

3.9.4 Compliance with Ship Authorization, Control, Isolation, Blanking, and Tagging Requirements

The Contractor shall comply with the requirements of NAVSEA Standard Item 009-24, Authorization, Control, Isolation, Blanking, and Tagging Requirements; accomplish. The Contractor shall tape and insulate cable ends disconnected from equipment to prevent shorting out or grounding in the event a system is accidentally energized. The Contractor shall tag each electrical cable indicating circuit number and location of circuit breaker panel or fuse box that supplies the cable.

Individuals who perform shipboard work shall be indoctrinated in the basic purpose, use, and restrictions of S0400-AD-URM-010 /TUM, Tag-Out User's Manual. The Contractor shall also comply with NAVSEAINST 9301.1D, Shipboard Electrical Cable and Cableway Inspection and Reporting Procedures.

3.10 Clean-up

The Contractor shall be responsible, while performing tasks under this contract, for maintaining all work areas in a neat and orderly manner and for properly removing and disposing of all wastes daily. Waste material includes discarded packaging materials, cable scraps, removed sealants, and all other debris resulting from the installation. Due caution shall be exercised at

all times and preventive measures employed to prevent dust, waste materials, or other contaminants from entering or damaging existing or new equipment. Upon completion of all work, the work area shall be left in a neat condition. Interior working areas shall be vacuumed end of shift and wire ways cleaned of all debris upon completion of the contractor's work. The Contractor shall be responsible for covering equipment as part of protection from dust and contaminants associated with work in an industrial environment.

3.10.1 Cableway Inspection Report

The Contractor shall, while performing tasks under this contract, remove any cabling or wiring that is no longer connected to equipment or outlets (electrical, data, or phone), as a result of removing equipment or outlets. The Contractor shall follow NAVSEAINST 9304.1 (Series) Shipboard Electrical Cable and Cableway Inspection and Reporting Procedures. The Contractor shall provide the Shipboard Electrical Cable and Cableway Inspection Report (CDRL A021).

3.10.2 Government Property Disposition at TIL Completion

The Contractor shall provide a Final Inventory Report (CDRL A022) where a TIL results in excess government property. All items purchased by the contractor to directly support the task that do not meet the FAR Part 45 definition for material are considered Contractor Acquired Property (CAP). CAP and GFP provided on a TIL shall be consumed, installed, or returned to the Government as "excess government property". The Contractor shall incorporate information and receipts obtained from the Contractor Furnished Material List (CDRL A012).

3.11 Contractor Information System

The Contractor shall maintain Internet connectivity and an industry standard email system for communication with the Government. The Contractor's e-mail system shall be capable of Public Key Infrastructure client side authentication to DOD private web servers. Unless otherwise specified, all key personnel on contract shall be accessible by e-mail through individual accounts during working hours. Key personnel shall have full e-mail capability while on travel through secure (through a commercial VPN system) remote access services.

3.11.1 Effective Use of Controls

The Contractor shall screen all electronic deliverables or electronically delivered information for malicious code using DoD approved anti-virus software prior to delivery to the Government. The Contractor shall also utilize appropriate safeguards (firewalls, password protection, encryption, digital certificates, etc.) at all times to protect contract related information processed, stored or transmitted on the contractor's and Government's computers/servers to ensure confidentiality, integrity, availability, authentication, and non-repudiation. The

Contractor shall ensure provisions are in place that will safeguard all aspects of information operations pertaining to this contract in compliance with all applicable SOW references. In compliance with Section 6.0, Safeguards, the Contractor shall ensure Data-at-Rest is required on all portable electronic devices including storage of all types. Encryption/digital signing of communications is required for authentication and non-repudiation.

3.12 Contract Security Requirements

Contractors performing on NUWC Division Keyport contracts are required to successfully obtain and maintain (periodic reinvestigations) clearances commensurate with contractor work performance. Contract personnel investigation and adjudication records are subject to review by the Command Security Manager (CSM) via establishment of a "servicing" relationship in the Joint Personnel Adjudication System (JPAS), Department of Defense (DoD) system of record for personnel security management.

APPLICABILITY

These security requirements apply to contractor employees requiring physical access to any area of a federally controlled installation, facility or activity and/or requiring access to classified information, and/or requiring access to controlled unclassified information (CUI), such as limited distribution technical information and Personally Identifiable Information (PII), and/or requiring access to a Department of Navy (DON) computer/network/system that affords access to classified information or CUI; and/or who performing duties that have been identified by DON as meeting requirements for a National Security Position, as determined by the CSM.

ACCESS TO FEDERAL FACILITIES

Contractor employees working at a federally controlled installation, Naval Sea Systems Command (NAVSEA) facility, or activity and who require access to a DON Information Technology (IT) system shall require a DoD Common Access Card (CAC). When access to a military installation, NAVSEA facility, Warfare Center Division or other Command is required contractor employees shall in-process with the CSM upon arrival to the Command, and out-process prior to their departure from the Command at the completion of the individual's performance under the contract.

Access to Government facilities/installations is at the discretion of the Government. The Government reserves the right to rescind access at any time. In each instance when contractors are terminated, separated or the contract is at the end date, the Facility Security Officer (FSO) shall ensure the prompt return of any issued items to the Government issuer (e.g. Government property, Government-owned keys, CACs, and/or issued identification picture badges).

Standards for Wearing CACs/Badges. Contractor employees who have been issued CACs and/or badges shall display the CAC at all times on outer garments above the waist at all times during the AIT. CACs or badges shall not be worn outside the installation nor used as personal identification.

ACCESS TO DON INFORMATION TECHNOLOGY SYSTEMS

Contractor employees who require access to DoN Information Systems (IS) or networks are categorized as one of three levels. IT-I, reflecting Privileged Access to DoN IS and designated as a Critical Sensitive (CS) position, IT-II, reflecting Limited Privileged access to DoN IS and access to sensitive information and designated as Non-Critical Sensitive (NCS) position, or IT-III, reflecting no privilege and no access to sensitive information, and designated as a Non-Sensitive (NS) position. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to CUI. IT levels are determined by the duties required in the contractual agreement and criteria of Office of Management and Budget (OMB) Circular A- 130.

Contractor employees under this contract who require access to CUI are therefore categorized no lower than IT-II/NCS. IT-II/NCS level access requires a T3 investigation or equivalent.

Contractor employees requiring privileged IT-I level access require a Single Scope Background Investigation (SSBI/T5).

Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator), as identified by the Cybersecurity Workforce PM, are required to complete all mandatory training prior to accessing a DoN IT system.

User -Level access to DON IT systems is authorized when the individual has attained interim clearance eligibility. Continued access is contingent upon a favorably adjudicated T3 background investigation. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required. The decision to authorize access to a government IT system/network is inherently

governmental. The contractor supervisor is not authorized to sign the SAAR-N; block 16 shall be signed by the COR or Contracting Officer.

The SAAR-N shall be completed and provided to the Command Security Representative to allow at least 7 working days prior to the individual's start date. The Contractor shall ensure there are no delays to contract execution as a result of incomplete or inaccurate information.

To maintain access to IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Cybersecurity training, and maintain the requisite clearance eligibility. The investigation process for uncleared contractors (i.e. those only requiring access to CUI) is managed by the Security Division of the Government Contracting Agency (GCA).

DENIAL OR TERMINATION OF ACCESS

Contractors shall process their employees and subcontractor employees in a timely manner to prevent denial or termination of access. The contractor shall insert this section in all subcontracts that have access to a DoN facility, federally-controlled information system or network and controlled information.

The Contractor FSO shall report adverse or questionable contractor personnel information and behaviors that bring into question an individual's trustworthiness, judgement, and reliability to protect classified information to the Department of Defense Central Adjudication Facility (DoD CAF) via a JPAS incident report per the National Industrial Security Program Operating Manual (NISPOM). Contractor shall also notify the Commanding Officer via the CSM or the person identified in block 16a of the DD254 for classified contracts of such information or behavior.

The Contractor shall ensure prompt return of any issued items to the Government (e.g. government property, Government-owned keys, CAC's, and/or issued identification picture badges) when employees are terminated, separated or when the contract is at the end date to the Contractor Manager.

CONTRACTOR'S SECURITY REPRESENTATIVE

If the contractor facility is not a cleared facility and does not have an FSO, the contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the requiring activity's CSM and the Contracting Officer, in writing, the name, title, email address and phone number of the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on security matters.

APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES

DoD and DON policy requires all positions be designated with a position sensitivity based on the individual's level of access. Contractor employees under this contract are in a NCS (IT-II) position when the contract scope of work requires access to a DoD/DON computer/network, to classified Secret or Confidential information or access to CUI. At a minimum, each contractor employee must be a US citizen and have a favorably adjudicated T3 to be assigned to a NCS or IT-II position. Each contractor employee filling a NCS or IT-II position is required to have completed.

1. SF-86 Questionnaire for National Security Positions (or equivalent Office of Personnel Management (OPM) investigative product)
2. Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
3. Original Signed Release Statements

GENERAL SECURITY REQUIREMENTS

Contractor employees embedded in government work spaces will be included in the command security education program per SECNAV M-5510.36 (11-4.2.a) and must complete prescribed DoD/DON training requirements.

Subcontracting. Contractor shall immediately notify the Contracting Officer and Security Contracting Officer prior to subcontracting and submit a copy of the sub-contract DD254 if applicable.

Security Inspections. Command security inspections shall occur annually and the Contractor shall inform the AIT Manager and the COR of inspection results. Security inspections shall include all embedded contractor personnel working in government facilities.

Unannounced security spot-checks of departments shall occur throughout the year and are at the discretion of the Government.

CONTROLLED UNCLASSIFIED INFORMATION (CUI)

The Contractor shall require access to CUI. CUI is official information that requires the application of controls and protective measures for a variety of reasons and has not been approved for public release, to include technical information, proprietary data, information requiring protection under the Privacy Act of 1974, and Government-developed privileged information involving the award of contracts. CUI is a categorical designation that refers to unclassified information that does not meet the standards for National Security Classification under Executive Order 13526, but is (a) pertinent to the national interest of the United States or to the important interests of entities outside the Federal Government, and (b) under law or policy requires protection from unauthorized disclosure, special handling safeguards, or prescribed limits on exchange or dissemination.

Access to CUI

Contractor personnel requiring access to CUI or user level access to DOD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete, or otherwise manipulate sensitive information without controls to identify and deny sensitive information, shall have security clearance eligibility.

The contractor shall comply with the most recent version of and revisions thereto of DOD Manual (DODM) 5200.01, DOD Information Security Program: CUI.

DOD Security classification guides and unclassified limited documents (e.g., For Official Use Only (FOUO), Distribution Statement Controlled) are not authorized for public release and, therefore, cannot be posted on a publicly accessible webserver or transmitted over the internet unless appropriately encrypted. At a minimum, the Contractor shall handle all data received or generated under this contract as FOUO material.